

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN (DETROIT) DIVISION

MIGHTY GOOD SOLUTIONS, LLC,

PLAINTIFF,

-V-

UNIVERSAL GP PRODUCTS, LLC,

DEFENDANT.

CASE No. 2:22-cv-11153-DPH-KGA

HON. DENISE PAGE HOOD

MAG. HON. ELIZABETH STAFFORD

MILLER CANFIELD  
JEFFREY ALAN CRAPKO (P78487)  
ATTORNEYS FOR PLAINTIFF  
150 W. JEFFERSON AVE STE 2500  
DETROIT, MI 48226  
248-267-3237  
FAX: 248-879-2002  
CRAPKO@MILLERCANFIELD.COM

WOOD KULL HERSCHUS OBE & KULL, PC  
BRIAN H. HERSCHUS (P41567)  
ATTORNEYS FOR DEFENDANT  
37000 GRAND RIVER AVE STE 290  
FARMINGTON HILLS, MI 48335  
248-476-2000  
FAX: 248-476-3660  
BHH@WOODKULL.COM

CARMODY MACDONALD P.C.  
MEGHAN M. LAMPING (59987MO)  
BRANDON S. STEIN (73707MO)  
*ATTORNEYS FOR PLAINTIFF*  
120 SOUTH CENTRAL AVE STE 1800  
ST. LOUIS, MISSOURI 63105  
(314) 854-8600  
FAX 314-854-8660  
MML@CARMODYMACDONALD.COM  
BSS@CARMODYMACDONALD.COM

DEFENDANT UNIVERSAL GP PRODUCTS, LLC'S  
MOTION TO DISMISS

## EXHIBIT 8

# Universal GP Products, LLC

695 ½ St. Clair Ave., Grosse Pointe City, Michigan 48230  
Certified Minority Supplier Certification MI01464

October 2, 2020

Meghan M. Lamping  
Carmody MacDonald P.C.  
120 S. Central Avenue, Suite 1800  
St. Louis, MO 63105-1705

Dear Ms. Lamping:

This is in reply to your September 21, 2020, Sales to Mighty Good letter. So that we may start with a level playing field, the true facts (as redundant as that is) need to be clarified, starting with your first sentence, which veers 180° from reality.

Ben Rendo, Mighty Good Solutions' owner, telephoned *me* on around May 2, 2020, for help, and to be his exclusive supplier, in sourcing 5 million #28 hand pumps. Mighty Good, it seems, had secured a large hand sanitizer order from Sam's Club that Mighty Good was 100% outsourcing. Having no #28 pumps for his 32 oz bottles, Rendo was in panic mode trying to find those pumps so that he could satisfy the Sam's Club order. Rendo got to me through a Sam's Club referral who suggested that I could probably locate what he needed.

During the height of the Covid disruption of nearly all businesses, Rendo over and over emphasized to me that he did not care about the type of pump, its color, its style, or even the cost, and that he would air ship, at his expense, #28 pumps from anywhere in the world. Rendo said that he needed 5 million #28 pumps, no matter what. (And as you can see from the attached emails, Universal, despite your contrary assertion, did supply Mighty Good with exactly what Rendo wanted--the 28-410 pumps. Rendo wrote on May 4th:

Got it. As soon as I get the POs from Sam's, I will forward send you POs for the pumps immediately. Coming out of Vietnam, do you know what the U.S. Duty, Tariffs and or 301 Tariffs would be on this item? **We will go with the 28/410 pump**

Thanks Jose, I really appreciate it.

See also the enclosed May 16th email, confirming the 28/410 pumps. Note that your May 22nd PO designates only a "32 oz. Pump" with no other specification, and although the June 1st PO is for a 28/400A, Mighty Good issued that PO *after* production of the #28/410 had

38 commenced. Also enclosed is an email from me cancelling PO 945361 P (05/22/2020) as to  
39 the #28/400 pumps with the manual notation at the bottom,

40 Cancel

41 All 28/400

42 Per Ben

43 There is, as well, Rendo's June 6th email stating, "Tested the Korean pump samples. All fit  
44 securely and are approved for production. Thank you. Ben." What, please, are the "serious  
45 consequences" of precisely complying with a customer's order?

46 I cautioned Mr. Rendo that if #28 pumps were available, the cost would be north of  
47 \$0.70 each #28 pump with air cost included. He then reiterated that *he did not care about the*  
48 *cost* and just needed #28 pumps to match his 32 oz bottles. (And he was quite pleased when  
49 the price came in at under \$.70.) This state of affairs is established by our many emails. His  
50 representations otherwise to you are untrue. Furthermore,

51 (1) I never told him that Universal had ready access to #28 pumps that could be delivered  
52 to Mighty Good in two weeks. Indeed, I told him that to obtain for him 5 *million* #28  
53 pumps would require global sourcing and production in multiple factories. Mr. Rendo's  
54 "two-week delivery" misrepresentation is challenged in a mid-May email to me from  
55 Charlie Tocco, Mighty Good's CEO, which said that we understand that they are not  
56 all going to deliver next week. On its part, Mighty Good moreover never made timely  
57 payments for the #28 pump mass production schedule that was created at Mighty  
58 Good's request, and neither Messrs. Rendo nor Tocco timely returned emails. Mr.  
59 Tocco also regularly misplaced emails and made repeated inventory errors, which  
60 created Mighty Good's late delivery problems to Sam's Club.

61 (2) Rendo *approved in advance* the #28 pumps that Universal shipped to Mighty Good,  
62 Universal having sent to him #28 pumps for his examination and approval, which he  
63 provided. See his above June 6th email. He was indeed so satisfied with our #28  
64 pumps that he went so far as to *decline* my recommendation that he should measure  
65 the #28 pump's tube length, demurring and telling me, "Please use your tube length  
66 suggestions. Thanks Jose. Ben."

67 Universal still has the Mighty Good sample 32 oz and 64 oz bottles from Champion Brands  
68 in Clinton, MO, which was the first of Mighty Good's hand sanitizer bottle fillers. Universal's  
69 pumps fit both bottle sizes perfectly. (Universal's first two pump shipments went to Champion

70 Brands, and there was no problem at all with the pumps.) Mighty Good's difficulties  
71 commenced when, unbeknownst to Universal, and without Universal having been sent new  
72 sample bottles, Mighty Good switched bottle companies.

73 Mighty Good jumped its hand sanitizer bottle production filler from Champion Brands  
74 to, I believe, Southwest Manufacturing in Plano, TX. Again, Mighty Good neither notified, nor,  
75 more importantly, ever sent sample bottles, to Universal before switching bottle fillers. Ms.  
76 Lamping, Mighty Good's changing of bottle production fillers, without in the least coordinating  
77 with Universal—the pump supplier (!)—is exactly what caused your client's serious  
78 consequences. Each of these separate bottle filling companies has different mass production  
79 procedures, is in a different part of the USA, uses different equipment, and, indeed, different  
80 everything. That, and nothing else, is what spawned Mighty Good's delays and increased its  
81 cost, none of which resulted from anything that Universal did.

82 On top of that, Mighty Good's logistic cargo team did not show up for scheduled  
83 appointment cargo pick-ups and missed pick-ups completely. Jesse Lacy, Mighty Good's  
84 logistics head, even told me at the end of June that Mighty Good does not need more #28  
85 pumps (which Rendo Promptly overruled and as to which I told him that he needs to have  
86 better control of his company).

87 Mr. Tocco moreover emailed Mighty Good's logistic team informing it that there was  
88 no rush now "With the 750,000 pumps being air-freighted from Asia, I think we will be fine to  
89 send these LTL." Mr. Tocco's reply to Mighty Good logistics re not to use expedited freight  
90 but, instead, to use standard LTL meant that rushing was no longer necessary to pick up  
91 Universal's #28 pumps.

92 Please also recognize that this case has unfortunately now moved beyond just Mighty  
93 Good and Universal: Mr. Rendo has slandered me and Universal GP Products to others,  
94 asserting that Universal was a terrible sourcing agent. Apparently, months after Rendo's  
95 panicked call to me for the pumps, which, in the Covid fog, he could locate nowhere else,  
96 when earlier this year's pandemic freeze started to thaw and the market again opened up a  
97 bit, Rendo and his Mighty Good team became able to source #28 pumps at a lower price. But  
98 that is why people make contracts—to guard against changing market conditions.

99 By email, Jesse Lacy said that the Mighty Good's logistics team would pick-up 337,000  
100 #28 pumps on August 12, 2020. That has yet to occur (Mighty Good has already paid for  
101 them yet refuses to come and get them.), forcing us to store them. Universal some time ago  
102 informed Mighty Good of cargo storage charges for the merchandise that it ordered but then

103 failed to pick-up, *i.e.*, 475,600 #28 pumps the production of which could not be halted despite  
104 Rendo's June 16th late-night production shut down orders (which Tocco reinstated two days  
105 later, on June 18th, to *restart* production (with payment) for the #28 pump that Rendo had  
106 approved). In addition, Rendo instructed that a larger size #38 pump new mold be built, at a  
107 \$10,000 cost, for which he has not paid. After June 18th, Mighty Good again, with no notice,  
108 stop making its agreed payments for the second time on top of all of its other missed agreed  
109 payments.

110 The late payments, lack of communication, Rendo's June 16, 2020, #28 pump shut  
111 down orders followed two days later by Tocco's restart orders, followed by the again failure  
112 to keep making the agreed #28 pump payments, caused hardship, business and personal  
113 relationship challenges, and loss of global sourcing future opportunities for Mr. Reyes and  
114 Universal. That needs to be compensated.

115 Rendo and Tocco's two-day stop/start switcheroo in June moreover demonstrates  
116 that Mighty Good was then in chaos. Add the over-ordering of raw material components and  
117 Mighty Good logistics team's failure to pick-up cargo on time reflect Messrs. Rendo and Tocco  
118 managing an out of control company. That is quite unfortunate, but it is not something that  
119 Mighty Good can foist on Universal.

120 Mighty Good now wants to take back money for #28 pumps that its logistics team  
121 picked-up from Universal almost four months ago.

122 These items, namely, 337,000 #28 pumps storage cost, new #38 pump mold cost,  
123 475,600 #28 pump cost, and 475,600 #28 pump storage cost are past due. Universal will  
124 accept payment for the above solely by bank wire transfer, as were the previously payments  
125 that Mr. Tocco made. Note that the storage fees are continuing. We suggest that your client  
126 wire all past due funds immediately and arrange truck pick-up for Mighty Good's approved  
127 #28 pumps. See Rendo's attached very clear emails showing his approval and acceptance  
128 of all Mighty Good #28 pumps that Universal provided.

129 That Mighty Good found a different #28 pump supplier, with which it prefers to do  
130 business, is fine. That is its business decision, and, according to Rendo, Mighty Good now  
131 has a substitute #28 pump supplier at a lower price. But he still has his agreement with  
132 Universal, and four months after Universal's deliveries started, Mighty Good now wants to  
133 return the #28 pumps and, on top of that, demand money from Universal as to the pumps that  
134 it purchased.

135 We recognize, Ms. Lamping, that you (as we) would like an amicable resolution without  
136 the need for further legal action. To achieve that, we hope that you are able convince your  
137 client to pay \$331,011.60 to Universal for Mighty Good's past due, conforming, ordered goods  
138 and subsequent storage charges for the pumps for which your client has paid but refuses to  
139 pick up.

140 Additionally, from what I gather, hand sanitizers are being deleted by retailers  
141 everywhere due to slowing sales and that Might Good, as a supplier, could very well be under  
142 a lot of financial pressure. I hope at least that you are getting paid.

143 We expect Mighty Good to promptly pick up its cargo from our warehouse, with  
144 immediate payment, to prevent further legal action. Thank you.

145  
146  
147 Sincerely,

148  
149  
150 Jose Reyes, President  
151 Universal GP Products, LLC